

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

REVERSE MORTGAGE SOLUTIONS, INC.

PLAINTIFF

Vs.

CIVIL ACTION NO. 3:15-cv-01854-CCC

**THE ESTATE OF IRMA CONCEPCION
FLORES FERREIRO A/K/A IRMA C.
FLORES FERREIRO A/K/A IRMA FLORES
DE TALLADA A/K/A IRMA FLORES
TALLADA A/K/A IRMA FLORES FERREIRO
COMPOSED BY MANUEL ANTONIO
ARROYO FLORES AND EDDIE ARROYO
FLORES; RICHARD DOE; MUNICIPAL
REVENUE COLLECTION CENTER
("CRIM"); PUERTO RICO TREASURY
DEPARTMENT; UNITED STATES OF
AMERICA; MARY DOE**

DEFENDANTS

AMENDED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, REVERSE MORTGAGE SOLUTIONS, INC., by the undersigned attorney brings this against the Defendants named in the above style action, and for its cause of action alleges and states the following:

STATEMENT OF JURISDICTION

1. Jurisdiction of this court lies in diversity of citizenship and the amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S. Code § 1332.
2. Plaintiff is a Delaware corporation with its principal place of business in Arizona.
3. Defendants, THE ESTATE OF IRMA CONCEPCION FLORES FERREIRO A/K/A IRMA C. FLORES FERREIRO A/K/A IRMA FLORES DE TALLADA A/K/A IRMA FLORES TALLADA A/K/A IRMA FLORES FERREIRO COMPOSED BY MANUEL ANTONIO ARROYO FLORES AND EDDIE ARROYO FLORES; RICHARD DOE; MUNICIPAL REVENUE COLLECTION CENTER ("CRIM"); PUERTO RICO TREASURY DEPARTMENT and MARY DOE are residents of the Commonwealth of Puerto Rico.
4. Defendant, UNITED STATES OF AMERICA, is made a named party pursuant to 28 U.S. Code § 2410(a)(2).

FORECLOSURE OF MORTGAGE

5. This is an action to foreclose a mortgage on the following real property located in APT 405 Borinquen Towers I Cond, San Juan, PR 00920, described herein:

"URBAN: Apartment four hundred five (405) is situated on the fourth floor of the building in the section which composes the western part of the building. It consists of regular rectangular shaped body, measuring approximately 31 feet 0 inches long by 23 feet ¼ inches wide, and an open balcony 11 feet by 11 inches long by 5 feet and 5 inches, wide that is, an area of six hundred fifty six feet one hundred eighty seven of another, equivalent to sixty one square meters two hundred of another. Bounding by the NORTH, with an interior wall which separates it from the common public corridor to which the entrance door of the apartment opens; by the SOUTH, with an interior wall which separates it from the common yard of the Southern side of the building where the balcony opens; on the EAST, with a party wall which separates it from apartment 404; on the WEST, with a party wall which separates it from apartment 406. This apartment consists of two bedrooms with their closet, a hall, one bathroom, combination of living - dining room, which gives access to the open balcony, storage closet, kitchen equipped with cabinets and a thirty gallon capacity water heater.

Este apartamento le corresponde una participación en los elementos comunes generales de .4307% y en los elementos comunes restringidos de .04991%.

---Recorded at Page 162 of Volume 744 of Monacillos, property number 22,968, Registry of the Property of Puerto Rico, Section III of San Juan."-----

6. On February 13, 2010, for value received, IRMA CONCEPCION FLORES FERREIRO A/K/A IRMA C. FLORES FERREIRO A/K/A IRMA FLORES DE TALLADA A/K/A IRMA FLORES TALLADA A/K/A IRMA FLORES FERREIRO (hereinafter referred to as the "Borrower") executed and delivered a Note and a Mortgage securing payment of said note to the payee named there on. A true and correct copy of said Note and Mortgage is attached hereto and incorporated herein by reference.

7. Said Mortgage was duly Recorded on April 20, 2010, in the Registry of Property of Puerto Rico, Section III at page 36, volume 945 of Monacillos, where is still, at this time, appears in full force.

8. Plaintiff is the holder of the Note secured by the Mortgage and is now entitled to enforce the Mortgage and Note.

9. It was expressly stipulated that if any one or more of the terms and conditions of the Mortgage were not fulfilled, the whole outstanding balance of the debt would be declared to be immediately due and payable.

10. Plaintiff declares the whole outstanding balance of the debt due and payable pursuant to the Mortgage.

11. As a result of the death of the last surviving Borrower, Plaintiff declares the whole outstanding balance of the debt due and payable pursuant to the Mortgage.

12. The Borrower owes Plaintiff \$86,065.63 that is due as principal on the Note and Mortgage, and interest and other costs pursuant to the terms of the Note and Mortgage.

13. Plaintiff is obligated to pay Plaintiff's attorneys the fees as stated on the note and mortgage incorporated herein by reference.

14. All conditions precedent to the maintenance of this action have been performed, excused, waived or have otherwise occurred.

15. Defendant IRMA CONCEPCION FLORES FERREIRO A/K/A IRMA C. FLORES FERREIRO A/K/A IRMA FLORES DE TALLADA A/K/A IRMA FLORES TALLADA A/K/A IRMA FLORES FERREIRO, is the owner of the mortgaged property according to the Registry of Property and Plaintiff's best knowledge and belief.

16. Defendant, MARY DOE, may claim an interest in the property being foreclosed by virtue of an unrecorded lease and/or their status as tenant in possession of the property, but any such interest, lien or claim is subject, subordinate and inferior to the right, title, interest and lien of Plaintiff's mortgage herein sought to be foreclosed.

17. Defendant, RICHARD DOE, may have some interest in or lien upon the property by virtue of their spousal status, but any such interest in the Property was waived and/or is junior, inferior and subordinate to the lien of Plaintiff's mortgage.

18. Defendant, MUNICIPAL REVENUE COLLECTION CENTER ("CRIM"), may claim an interest in the property being foreclosed by virtue of lien on the property, but any such interest, lien or claim is subject, subordinate and inferior to the right, title, interest and lien of Plaintiff's mortgage herein sought to be foreclosed.

19. Defendant, PUERTO RICO TREASURY DEPARTMENT, may claim an interest in the property being foreclosed by virtue of lien on the property, but any such interest, lien or claim is subject, subordinate and inferior to the right, title, interest and lien of Plaintiff's mortgage herein sought to be foreclosed.

20. Defendant, UNITED STATES OF AMERICA, may claim or have some interest in or lien or claim upon the property by virtue of a second mortgage Recorded on April 20, 2010, in the Registry of Property of Puerto Rico, Section III of San Juan at page 36, volume 945 of Monacillos, but any interest is junior,

inferior and subordinate to the interest of Plaintiff.

21. The right to redeem provided for by section 2410 (c) of title 28, shall not arise in any case in which the subordinate lien or interest of the United States derives from the issuance of insurance under the National Housing Act, as amended [12 U.S.C. 1701 et seq.].

22. As a potential heir of the deceased property owner, Defendant, MANUEL ANTONIO ARROYO FLORES as the potential heir to THE ESTATE OF IRMA CONCEPCION FLORES FERREIRO A/K/A IRMA C. FLORES FERREIRO A/K/A IRMA FLORES DE TALLADA A/K/A IRMA FLORES TALLADA A/K/A IRMA FLORES FERREIRO, may claim an interest in the property being foreclosed. Any interest in the subject property inuring to said defendants by virtue of their status as a potential heir is junior, inferior and subordinate to the interest of Plaintiff.

23. As a potential heir of the deceased property owner, Defendants, EDDIE ARROYO FLORES as the potential heir to THE ESTATE OF IRMA CONCEPCION FLORES FERREIRO A/K/A IRMA C. FLORES FERREIRO A/K/A IRMA FLORES DE TALLADA A/K/A IRMA FLORES TALLADA A/K/A IRMA FLORES FERREIRO, may claim an interest in the property being foreclosed. Any interest in the subject property inuring to said defendants by virtue of their status as a potential heir is junior, inferior and subordinate to the interest of Plaintiff.

WHEREFORE, Plaintiff, Reverse Mortgage Solutions, Inc., prays this Court grant relief as follows:

- A. Determine the amount due Plaintiff pursuant to the Note and Mortgage;
- B. Award Plaintiff any sums paid to protect its security, including interests, expenses, costs, late charges and attorney's fees and costs, to the fullest extent allowed by law;
- C. Foreclose the mortgage and sell the Property securing the indebtedness at public auction and the money due to Plaintiff be paid from the proceeds of the sale to satisfy Plaintiff's mortgage lien, if the sums due Plaintiff under the Note and Mortgage are not paid immediately;
- E. Foreclose and forever bar the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed;
- F. Retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession, if borrower(s) has not been

discharged in bankruptcy; and

G. Grant such other relief as may be just and equitable in the circumstances.

DATED: 09/08/2015

MILLENNIUM PARTNERS

/s/Sheilla E. Santos-Camacho

USDC-PR 230214

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